SETTLEMENT AGREEMENT BETWEEN THE BAY AREA AIR QUALITY MANAGMENT DISTRICT AND BIMBO BAKERIES USA, INC.

- 1. The BAY AREA AIR QUALITY MANAGEMENT DISTRICT ("DISTRICT") and BIMBO BAKERIES USA, INC. ("BIMBO") knowingly and of their own free will enter into this Settlement Agreement.
- 2. The DISTRICT and BIMBO (collectively, the "PARTIES") are separately represented by counsel of their choosing and have consulted about the terms of this Settlement Agreement with their separate and individual counsel.
- 3. The settlement of the matters addressed in this Settlement Agreement, which include the allegations in DISTRICT Notices of Violation ("NOVs") 59727 and 60327 without further litigation, is fair, reasonable and in the interests of the PARTIES and the public.
- 4. The DISTRICT has issued the NOVs identified in Paragraph 3 above to BIMBO, which owns and operates a bakery in South San Francisco, California ("PLANT"), alleging that various DISTRICT Regulations were violated at the PLANT as described in the NOVs. This Settlement Agreement precludes the DISTRICT from seeking criminal or civil penalties under California Health and Safety Code Sections 42400 *et seq.* or taking administrative action for the same alleged actions and violations that are the basis for the NOVs identified in Paragraph 3 above or for violations that could have been asserted arising out of or relating to the alleged actions and violations that are the basis for the NOVs identified in Paragraph 3 above.
- 5. Within thirty (30) days of the execution of this Settlement Agreement, BIMBO shall pay by corporate check, made payable to the "Bay Area Air Quality Management District," the amount of ONE HUNDRED SIXTY-TWO THOUSAND DOLLARS (\$162,000.00). The payment shall be mailed

or delivered to:

BAY AREA AIR QUALITY MANAGEMENT DISTRICT OFFICE OF DISTRICT COUNSEL ALEXANDER G. CROCKETT, GENERAL COUNSEL 375 BEALE ST., SUITE 600 SAN FRANCISCO, CALIFORNIA 94105

- 6. Upon execution, this Settlement Agreement will become final and binding upon the PARTIES.
- 7. BIMBO's payment in full of the civil penalty described in Paragraph 5 above will settle and conclude all claims that have been or could have been asserted between the DISTRICT and BIMBO arising out of or relating to the allegations and conduct that are the basis for the NOVs identified in Paragraph 3 above.
- 8. This Settlement Agreement constitutes the entire agreement and understanding between the PARTIES, and fully supersedes and replaces any and all prior negotiations and agreements of any kind or nature, whether written or oral, between the PARTIES, concerning these claims.
- 9. BIMBO's entry into this Settlement Agreement is not and shall not be construed as an admission of any liability for conduct, actions or violations of law as alleged in the NOVs identified in Paragraph 3 above.
- 10. The DISTRICT reserves the right to take future enforcement actions arising out of violations not covered by this Settlement Agreement. In addition, the DISTRICT reserves the right to demand, and BIMBO reserves the right to contest, increased penalties in connection with any future alleged violations based on compliance history.
- 11. The DISTRICT reserves the right to rely upon the alleged violations described in the NOVs identified in Paragraph 3 above and may offer proof thereof in connection with any other administrative or judicial proceeding not related to this proceeding for the purpose of showing a history of violation.

- 12. BIMBO's failure to perform any of the terms or conditions of this Settlement Agreement will render BIMBO in violation of the terms and conditions of this Settlement Agreement.
- 13. No agreement to modify, amend, extend, supersede, terminate, or discharge this Settlement Agreement, or any portion thereof, shall be valid or enforceable unless it is in writing and signed by the PARTIES.
- 14. This Settlement Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without regard to California's choice of law rules.
- 15. Each of the undersigned expressly represents that he or she is authorized to execute this Settlement Agreement on behalf of the party for whom he or she signs below.

* * * * *

1	SO AGREED, STIPULATED AND EXECUTED:	
2	BAY AREA AIR QUALITY MANAGEMENT DISTRICT	BIMBO BAKERIES USA 3877 Long Street
3	375 Beale Street., Suite 600	San Luis Obispo, California 93401
4	San Francisco, California 94105	
5	signed by: Philip Fine	Girl Din
6	PHILIP M. FINE	By: CRAIG H. PIZER
7	EXECUTIVE OFFICER/APCO	VP & GENERAL COUNSEL
8	Date: 8/6/2024	Date: _July 30, 2024
9 10		
10		
12	APPROVED AS TO FORM BY:	APPROVED AS TO FORM BY:
13	BAY AREA AIR QUALITY	[office info for approving attorney, if any]
14	MANAGEMENT DISTRICT GENERAL COUNSEL	[omee mio for approving attorney, it any]
15	ALEXANDER G. CROCKETT	
16	375 Beale Street, Suite 600 San Francisco, California 94105	
17	Signed by:	
18	By: Lierandra kamul Alexandra Kamel for	By:
19	ALEXANDER G. CROCKETT GENERAL COUNSEL	Name: Title:
20	9 /6 /2024	
21	Date:	Date:
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